

WASHINGTON STATE FERRIES

**FOOD, BEVERAGE AND RETAIL
CONCESSION CONTRACTS**

CONTRACT BOND

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KNOW ALL PERSONS BY THESE PRESENTS, That we, _____, as Principal (the "Principal"), and { _____, a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as Surety} (the "Surety")¹, are jointly and severally held and firmly bound unto Washington State Ferries, a division of the Washington State Department of Transportation (hereinafter called "WSF"), as Obligee, in the penal sum of _____ **Thousand Dollars (\$ _____)** for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this Bond is such that:

WHEREAS, on the _____ day of _____, 2003, the Principal, signed a certain WSF Contract titled _____ CONCESSION CONTRACT (the "Contract"); and all capitalized terms used but not defined herein to be as defined in the Contract; and

WHEREAS, by the terms, conditions and provisions of the Contract, the Principal agreed to manage and operate: (i) the _____ aboard WSF vessels and / or at WSF terminals; and (ii) related services as may be required by the Contract and the project Request For Proposals, both of which are by this reference incorporated herein; and

WHEREAS, subject to the Contract Security provisions of the Contract, this Bond shall cover all of the concession services provided by the Principal under the Contract;

¹ If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

NOW, THEREFORE, if the Principal herein shall fully and faithfully observe and comply with all the terms, conditions and provisions of the Contract in all respects, and shall fully and faithfully perform the Contract services according to law and the terms of the Contract, and shall indemnify the State of Washington and WSF against any damages that shall be suffered or claimed arising out of the Principal's performance of the Contract, and shall pay all laborers, mechanics, subcontractors, agents and materialmen, and all persons who shall supply the Principal with provisions and supplies for carrying on such Contract, then this obligation to be void, otherwise to remain in full force and effect.

Signed this _____ day of _____, 2003.

Principal: _____

By: _____

Title: _____

Address: _____

Surety: _____

By: _____

Title: _____

Address: _____

